

E-071-18

RECEIVEDILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition**ORIGINAL**

DEC 28 2018

HEALTH FACILITIES &
SERVICES REVIEW BOARD**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION****SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION****This Section must be completed for all projects.****Facility/Project Identification**

Facility Name: Chicago Prostate Surgery Center		
Street Address: 815 Pasquinelli Drive		
City and Zip Code: Westmont, Illinois 60559		
County: DuPage	Health Service Area: 7	Health Planning Area:

Legislators

State Senator Name: Yadav Nathwani
State Representative Name: Deanne M. Mazzochi

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Chicago Prostate Surgery Center LLC
Street Address: 815 Pasquinelli Drive
City and Zip Code: Westmont, Illinois 60559
Name of Registered Agent: Jennifer Tara White
Registered Agent Street Address: 815 Pasquinelli Drive
Registered Agent City and Zip Code: Westmont, Illinois 60559
Name of Chief Executive Officer: Brian J. Moran, M.D.
CEO Street Address: 815 Pasquinelli Drive
CEO City and Zip Code: Westmont, Illinois 60559
CEO Telephone Number: 630-654-2515

Type of Ownership of Applicants

- | | | |
|---------------------------------------------------------------|----------------------------------------------|--------------------------------|
| <input type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership | |
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Governmental | |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- o Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**Primary Contact [Person to receive ALL correspondence or inquiries]**

Name: Kara Friedman
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Chicago Prostate Surgery Center		
Street Address: 815 Pasquinelli Drive		
City and Zip Code: Westmont, Illinois 60559		
County: DuPage	Health Service Area: 7	Health Planning Area:

Legislators

State Senator Name: Yadav Nathwani
State Representative Name: Deanne M. Mazzochi

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: DuPage Medical Group, Ltd.
Street Address: 1100 West 31 st Street, Suite 300
City and Zip Code: Downers Grove, Illinois 60515
Name of Registered Agent: Jennifer Groszek
Registered Agent Street Address: 1100 West 31 st Street, Suite 300
Registered Agent City and Zip Code: Downers Grove, Illinois 60515
Name of Chief Executive Officer: Michael A. Kasper
CEO Street Address: 1100 West 31 st Street, Suite 300
CEO City and Zip Code: Downers Grove, Illinois 60515
CEO Telephone Number: 630-469-9200

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none">Corporations and limited liability companies must provide an Illinois certificate of good standing.Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.	
APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Kara Friedman
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

Additional Contact [Person who is also authorized to discuss the Application]

Name: Donna Cooper
Title: Chief Operating Officer
Company Name: DuPage Medical Group
Address: 1100 West 31 st Street, Suite 300, Downers Grove, Illinois 60515
Telephone Number: 630-545-3617
E-mail Address: Donna.Cooper@Dupagemd.com
Fax Number:

Post Exemption Contact

[Person to receive all correspondence subsequent to exemption issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960]

Name: Kara Friedman
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Quasar, LLC
Address of Site Owner: 815 Pasquinelli Drive, Westmont, Illinois 60559
Street Address or Legal Description of the Site: 815 Pasquinelli Drive, Westmont, Illinois 60559
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: Chicago Prostate Surgery Center, LLC			
Address: 815 Pasquinelli Drive, Westmont, Illinois 60559			
<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental
<input checked="" type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship
		<input type="checkbox"/>	Other

Operating Identity/Licensee after the Project is Complete

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: Chicago Prostate Surgery Center, LLC

Address: 815 Pasquinelli Drive, Westmont, Illinois 60559

- | | | |
|---------------------------------------------------------------|----------------------------------------------|--------------------------------|
| <input type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership | |
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Governmental | |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |
- o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
 - o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
 - o **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Narrative Description

In the space below, provide a brief narrative description of the change of ownership. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site.

The Applicants seek approval from the Illinois Health Facilities and Services Review Board (the "State Board") for the change of ownership of Chicago Prostate Surgery Center (the "ASC"), a single specialty ambulatory surgical treatment center located 815 Pasquinelli Drive, Westmont, Illinois 60559. The proposed transaction contemplates the transfer of 100% of the membership interest in Chicago Prostate Surgery Center, LLC from Brian J. Moran, M.D. to DuPage Medical Group, Ltd.

The Applicants plan to close immediately after State Board approval but no later than June 30, 2019.

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project ☐ Yes ☒ No
Purchase Price: \$ _____
Fair Market Value: \$ _____

Project Status and Completion Schedules

Outstanding Permits: Does the facility have any projects for which the State Board issued a permit that is not complete? Yes ___ No X. If yes, indicate the projects by project number and whether the project will be complete when the exemption that is the subject of this application is complete.

Anticipated exemption completion date (refer to Part 1130.570): _____

State Agency Submittals

Are the following submittals up to date as applicable:

- ☒ Cancer Registry
☐ APORS NOT APPLICABLE
☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☒ All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the Application being deemed incomplete.

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Chicago Prostate Surgery Center, LLC

in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.

Brian J. Moran M.D.
SIGNATURE

Brian J. Moran, M.D.
PRINTED NAME

Owner / President
PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

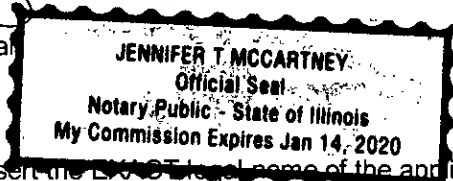
Notarization:
Subscribed and sworn to before me
this 13 day of December

Notarization:
Subscribed and sworn to before me
this ____ day of _____

Jennifer T. McCartney
Signature of Notary

Signature of Notary

Seal



Seal

*Insert the LWAOT legal name of the applicant

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of DuPage Medical Group, Ltd.

in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.

Michael A. Kasper
SIGNATURE

Michael A. Kasper
PRINTED NAME

Chief Executive Officer
PRINTED TITLE

Mike Pacetti
SIGNATURE

Mike Pacetti
PRINTED NAME

Chief Financial Officer
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 17th day of December 2018

Barbara A. Pearlman
Signature of Notary

Seal BARBARA A PEARLMAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 26, 2019
Insert the EXACT legal name of the applicant

Notarization:

Subscribed and sworn to before me
this 17th day of December 2018

Barbara A. Pearlman
Signature of Notary

Seal BARBARA A PEARLMAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 26, 2019

SECTION II. BACKGROUND.

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
5. If, during a given calendar year, an applicant submits more than one Application, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 5.

SECTION III. CHANGE OF OWNERSHIP (CHOW)

Transaction Type. Check the Following that Applies to the Transaction:

- ☐ Purchase resulting in the issuance of a license to an entity different from current licensee.
- ☐ Lease resulting in the issuance of a license to an entity different from current licensee.
- ☐ Stock transfer resulting in the issuance of a license to a different entity from current licensee.
- ☒ Stock transfer resulting in no change from current licensee.
- ☐ Assignment or transfer of assets resulting in the issuance of a license to an entity different from the current licensee.
- ☐ Assignment or transfer of assets not resulting in the issuance of a license to an entity different from the current licensee.
- ☐ Change in membership or sponsorship of a not-for-profit corporation that is the licensed entity.
- ☐ Change of 50% or more of the voting members of a not-for-profit corporation's board of directors that controls a health care facility's operations, license, certification or physical plant and assets.
- ☐ Change in the sponsorship or control of the person who is licensed, certified or owns the physical plant and assets of a governmental health care facility.
- ☐ Sale or transfer of the physical plant and related assets of a health care facility not resulting in a change of current licensee.
- ☐ Change of ownership among related persons resulting in a license being issued to an entity different from the current licensee
- ☐ Change of ownership among related persons that does not result in a license being issued to an entity different from the current licensee.
- ☐ Any other transaction that results in a person obtaining control of a health care facility's operation or physical plant and assets and explain in "Narrative Description."

1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.
2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.
3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(1)(A) - Names of the parties	X
1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.	X
1130.520(b)(1)(C) - Structure of the transaction	X
1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction	
1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.	X
1130.520(b)(1)(F) - Fair market value of assets to be transferred.	X
1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]	X
1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section	X
1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction	X
1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community	X

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership;	X
1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;	X
1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body;	X
1130.520(b)(8) - A statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility	X
1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.	X

APPEND DOCUMENTATION AS ATTACHMENT 6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV. CHARITY CARE INFORMATION

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three audited fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care must be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 7.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for Chicago Prostate Cancer Surgery Center, LLC, and DuPage Medical Group, Ltd. (collectively, the "Applicants") are attached at Attachment – 1.

File Number

4887-921-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

DU PAGE MEDICAL GROUP, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 22, 1968, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of DECEMBER A.D. 2018 .

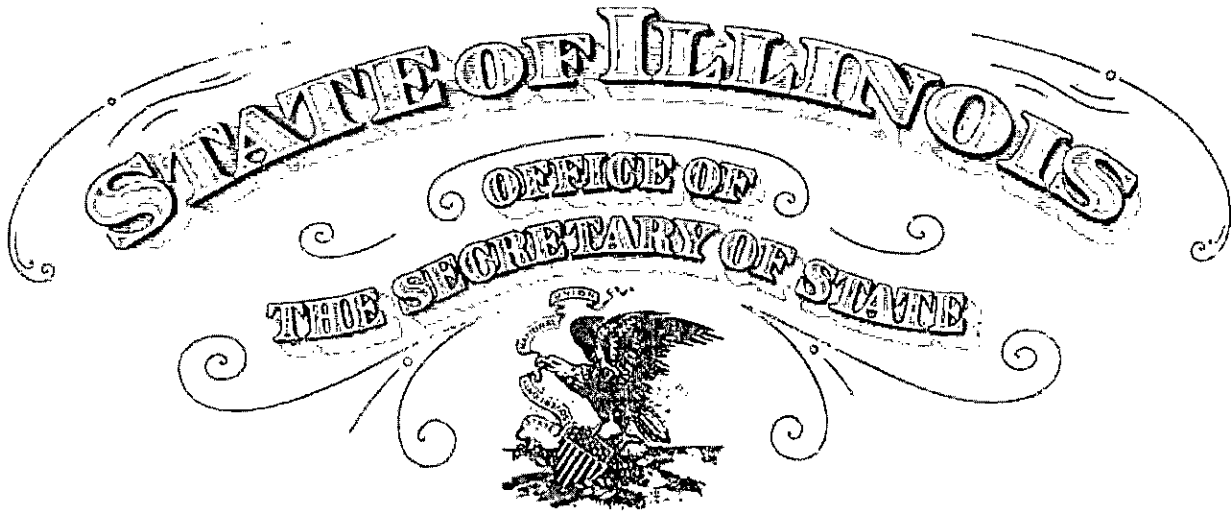
Jesse White

SECRETARY OF STATE

Authentication #: 1834102164 verifiable until 12/07/2019

Authenticate at: <http://www.cyberdriveillinois.com>

Attachment - 1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CHICAGO PROSTATE CANCER SURGERY CENTER LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 03, 2004, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of DECEMBER A.D. 2018 .

Jesse White

SECRETARY OF STATE

Authentication #: 1834102200 verifiable until 12/07/2019

Authenticate at: <http://www.cyberdriveillinois.com>

Section I, Identification, General Information, and Certification
Site Ownership

There will be no change in site ownership. The Sublease Agreement between Chicago Prostate Cancer Center, LLC and Chicago Prostate Cancer Surgery Center, LLC is attached at Attachment – 2.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") is made and entered into as of the 10th day of August, 2006 by and between CHICAGO PROSTATE CANCER CENTER, LLC, an Illinois limited liability company (the "Sublandlord"), and CHICAGO PROSTATE CANCER SURGERY CENTER, LLC, an Illinois limited liability company (the "Subtenant"):

R E C I T A L S:

A. The Sublandlord desires to enter into this Sublease with Subtenant and Subtenant desires to sublease from Sublandlord Eight Thousand Nine Hundred And Thirty Two (8,932) square feet of space (the "Premises") in the multi-use building located at 815 Pasquinelli Drive in Westmont, Illinois (the "Building"). The Sublandlord is currently leasing approximately Thirty-Five Thousand (35,000) square feet of rentable space in the Building under the terms of a Lease Agreement between Sub-Landlord and Quasar, LLC, an Illinois limited liability company (the "Landlord"), dated November 8, 2005 (the "Lease Agreement"). Article VII of the Lease Agreement authorizes Sublandlord to sublet the Premises to Subtenant for use as an ambulatory surgery center. Unless otherwise indicated herein, capitalized words and phrases appearing in this Sublease have the definitions set forth in the Lease Agreement.

B. The Premises do not include the rooms known as the "Seed Assay Room" and the "Seed Loading Room." The Seed Assay Room and the Seed Loading Room, which together total 518 square feet, are not part of the ambulatory surgery center and shall remain in the exclusive possession of the Sublandlord during the Initial Term and any Renewal Term of the Sublease.

C. A copy of the Lease Agreement is attached hereto as Exhibit A. Except as provided herein or where otherwise appropriate, this Sublease shall incorporate the terms and conditions of the Lease Agreement. For purposes of this Sublease, and where applicable, the word "Landlord" in the Lease Agreement shall be replaced with the word "Sublandlord" and the word "Tenant" shall be replaced with the word "Subtenant." All references to the word "Lease" in the Lease Agreement shall refer to this Sublease and references to the "Demised Premises"

shall refer to the "Premises" under this Sublease. Except as modified by this Sublease, the Subtenant shall have all of the responsibilities as the Tenant under the Lease Agreement and shall owe those duties directly to the Sublandlord hereunder and Sublandlord shall have all of the rights of the Landlord under the Lease Agreement. The Sublandlord does not assume the obligations of the Landlord under the Lease Agreement, but, subject to the provisions of Paragraph 8 of this Sublease, shall exercise its best efforts to cause the Landlord to perform its obligations under the Lease Agreement for the benefit of the Subtenant. Neither the Subtenant nor the Sublandlord shall commit or suffer any act or omission that would violate any provision of the Lease Agreement. In no event shall this Sublease modify the rights and duties as between the Landlord and Sublandlord under the Lease Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of the Sublease. The Sublandlord subleases to the Subtenant and the Subtenant subleases from Sublandlord the Premises, upon the terms and conditions hereinafter set forth.

2. Landlord's Consent. The Sublandlord is not required to obtain the Landlord's consent to enter into this Sublease. By executing the Approval attached hereto as Exhibit B, Landlord acknowledges that it approves the form of this Sublease. By executing Exhibit C attached hereto, Landlord agrees not to disturb Subtenant under the terms of this Sublease.

3. Term.

(a) Initial Term. The initial term of this Sublease shall commence as of August 10, 2006 (the "Commencement Date"), and, in order to render this Sublease coterminous with the Lease Agreement, the initial term shall terminate on the fifth anniversary of the Lease Agreement (the "Initial Term").

(b) Automatic Renewal. This Sublease shall be automatically renewed for an additional term of five years (a "Renewal Term") unless Sublandlord provides written notice to Landlord of its intent not to renew the Lease Agreement at least six months prior to the

termination of the Initial Term. Thereafter, this Sublease shall be automatically renewed for three additional Renewal Terms of five years each unless Sublandlord provides Landlord written notice of its intent not to renew the Lease Agreement at least one year prior to the termination of the Sublandlord's then-current Renewal Term. Except for modifications to the Base Rent (defined below), the renewed Sublease shall be subject to the same terms, covenants, conditions, restrictions and exceptions in effect at the time of renewal, unless modified by mutual agreement of the parties. Sublandlord agrees to provide Subtenant with contemporaneous notice should it notify Landlord of its intent not to renew the Lease Agreement.

(c) Early Termination of the Lease Agreement. Notwithstanding the above, in the event the Sublandlord's interest under the Lease Agreement is terminated for any reason or if Sublandlord notifies Landlord of its intent not to renew, then the Landlord, by execution of the consent attached hereto as Exhibit C shall consent to the assignment of the Sublease and Subtenant shall be entitled to the renewal rights provided in the Lease Agreement with regard to the Premises, and in such event, the Subtenant hereby agrees to attorn to and become the direct tenant of the Landlord under the terms of this Sublease. Subtenant shall notify Landlord within 30 days after receipt of such notice from the Sublandlord as provided in Paragraph 3.3(b) above, of its intent to renew under this Sublease.

(d) Subtenant's Right to Cure Default in the Lease Agreement. The Subtenant shall have the right, but not the responsibility, to cure any default by the Sublandlord to the terms and conditions of the Lease Agreement.

4. Base Rent. Subtenant agrees to pay Sublandlord, as base rent for the Premises during the Initial Term, an annual rent of One Hundred and Fifty Nine Thousand Eight Hundred and Fifty Two Dollars (\$159,852.00) (the "Base Rent"). The Base Rent shall be payable in equal monthly installments of Thirteen Thousand Three Hundred and Twenty-One Dollars (\$13,321.00), with each payment to be made on the first day of the calendar month during the Initial Term and any Renewal Term of this Sublease; provided, however, that the rental payment due for the month of August, 2006 and the rental payment due for the month of September 2006 may be deferred, at the option of the Subtenant, until October 1, 2006. Base Rent for any period during the Initial Term or any Renewal Term of less than one full calendar

month shall be prorated based upon the actual number of days of that month that were part of the term. The parties agree to renegotiate the Base Rent in order to keep pace with any rental increases under the Lease Agreement.

(a) Additional Rent. Subtenant agrees to pay to Sublandlord its proportionate share of the cost of all operating expenses for the Building as provided in Section 1.04 of the Lease Agreement. Subtenant's proportionate share shall be determined by dividing the amount of rentable square feet in the Premises (8,932) by the total rentable square feet of space in the Building (34,113). Sublandlord agrees that Subtenant shall not be assessed any additional rent not also due from Sublandlord to Landlord under the Lease Agreement.

(b) Renewal Term. The Base Rent during the Renewal Term shall adjust to reflect any increase in the Sublandlord's Base Rent under the Lease Agreement. The Base Rent shall equal the greater of the Fair Market Rent for the Premises or the rent payable at the end of the then-expiring Term, Initial or Renewal.

5. Covenants and Warranties by Sublandlord. Sublandlord does not make any of the warranties made by Landlord under Section 2.01 of the Lease Agreement except that Sublandlord represents that it has the right to enter into this Sublease. The remainder of Article II of the Lease Agreement is incorporated into this Sublease except as follows: (i) under Section 4.01 of the Lease Agreement (as referenced in Section 2.03 of the Lease Agreement), Subtenant may not sublease the Premises to a third party; and (ii) with regard to the last sentence of Section 2.02 of the Lease Agreement, Sublandlord will not accept a non-disturbance agreement in the event of a conveyance or mortgage by Landlord that does not also cover the Subtenant under this Sublease.

6. Taxes, Assessments, Charges, Compliance with Laws, and Liens. For purposes of this Sublease, Subtenant agrees to pay as additional rent to the Sublandlord its proportionate share of Sublandlord's taxes, assessments, and charges due under Section 3.01 of the Lease Agreement. The remaining sections of Article III of the Lease Agreement shall be incorporated herein.

7. Use and Surrender. Except as modified by Paragraph 5 above, Subtenant may use the Premises as authorized by Section 4.01 of the Lease Agreement. Tenant and its employees, customers, and invitees shall have the reasonable, non-exclusive right to use the Common Areas, including the parking spaces, to the same extent as the Sublandlord and subject to the Landlord's rights under Sections 4.02 and 4.03 of the Lease Agreement. The parties agree that the terms of Section 4.04 are not applicable to this Sublease but that Subtenant agrees to abide by the terms of Sections 4.05, 4.06, and 4.07, regarding signs, surrender of the Premises, and utilities, respectively.

8. Improvements. Sublandlord shall not be responsible for providing any Landlord Improvements to the Premises as that term is defined in Section 5.01 of the Lease Agreement. If Subtenant desires to make any improvements to the Premises, it may do so only after receiving written consent of the Landlord as required by Section 5.02 of the Lease Agreement. Subtenant agrees to comply with Section 5.03 of the Lease Agreement regarding maintenance and repair obligations. With regard to Section 5.04 of the Lease Agreement (Landlord's duties regarding maintenance), Sublandlord agrees to take necessary steps to gain Landlord's compliance with Section 5.04 of the Lease Agreement. Subtenant shall pay as additional rent its proportionate share of any maintenance costs charged to Sublandlord under the Lease Agreement. The terms of Section 5.05 of the Lease Agreement (regarding inspection by the Landlord) shall apply to this Sublease as appropriate.

9. Insurance. Subtenant shall comply with the insurance requirements under Sections 6.01 and 6.02 of the Lease Agreement, including that Subtenant shall pay as additional rent to Sublandlord its proportionate share of the amount owed by the Sublandlord to Landlord under Section 6.03 of the Lease Agreement for the cost of Landlord's insurance policies covering the Building. Subtenant's insurance shall be written in the name of the Subtenant with Sublandlord, Landlord, and Landlord's lender named as additional insured parties.

10. Assignment, Subletting, and Mortgaging. Subtenant shall have no right to assign or further sublet all or any portion of the Premises. The sale, transfer, including the transfer of any ownership interest in the Subtenant, or any assignment by operation of law shall be deemed to be an assignment of this Sublease.

11. Default. The terms and conditions of Article VIII (Default) of the Lease Agreement shall be incorporated herein. With regard to the remedies provided in Section 8.02, Sublandlord may take all steps provided therein except that any duty to mitigate its damages shall be subject to the Sublandlord's ability to secure the Landlord's consent before re-subletting the Premises.

12. Subordination and Non-Disturbance Agreement. Landlord and Sublandlord are parties to a Subordination, Attornment and Non-Disturbance Agreement and Amendment to Lease (the "Non-Disturbance Agreement"), a copy of which is attached hereto as Exhibit D. Under the Lease Agreement, Sublandlord agreed to subordinate its interest in the Lease Agreement to the mortgage encumbering the Building provided Landlord secured a non-disturbance agreement recognizing Sublandlord's rights and obligations under the Lease Agreement. Subtenant hereby acknowledges the existence of the mortgage encumbering the Building as well as the Non-Disturbance Agreement. Subtenant agrees, upon 10 days written notice by the Landlord or the Sublandlord, to execute, acknowledge, and deliver to the requesting party a written statement certifying that the Sublease is unmodified and not currently in default (or, if the Sublease has been modified, stating the modification), and providing any other information reasonably requested (the "Estoppel Certificate"). Subtenant further agrees that this Sublease shall be subordinate to any existing liens, mortgages, or security instruments now existing or which may exist with regard to the Building and to execute such further instruments subordinating this Sublease as may be requested by the Landlord.

13. Condemnation. In the event of a total taking as described in Section 10.02 of the Lease Agreement, this Sublease shall automatically terminate and both parties shall be released from any further rights, liabilities, or obligations under this Sublease as provided in Section 10.02 of the Lease Agreement. In the event of a partial taking, Section 10.03 of the Lease Agreement shall be applicable.

14. Damage or Destruction. The terms of Article XI of the Lease Agreement shall apply to this Sublease except that Sublandlord shall have no obligation to restore the Premises. Subtenant's right to terminate the Sublease following a total destruction shall be

contingent on Landlord not having given notice of its intention to restore the Premises as provided in Section 11.02 of the Lease Agreement.

15. Waiver of Subrogation and Mutual Release. The terms of Article XII of the Lease Agreement are incorporated herein.

16. Exculpatory Clause and Hold Harmless Agreement. The terms and conditions of Article XIII of the Lease Agreement are incorporated herein.

17. Environmental Matters. The terms of Article XIV of the Lease Agreement are incorporated herein. Subtenant agrees to keep, store, and dispose of its Medical Hazardous Waste (as defined in the Lease Agreement) in compliance with all federal, state, and local laws, regulations, and ordinances pertaining to the keeping, storage, and disposal of the same.

18. Professional Liability Insurance. The Subtenant shall procure and maintain, at its sole cost and expense, to cover all of the Subtenant's employees, and shall require all persons and entities that occupy or use all or any portion of the Premises, whether that person or entity is a subtenant itself or an assignee, sublessee, licensee, or in any other relationship with the Subtenant, at their sole cost and expense, to procure and maintain, during such occupancy or use, both standard form medical malpractice insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate per calendar year, and Workers' Compensation Insurance as required by law.

19. Notices. All notices, demands, consents, and other instruments required or permitted to be given pursuant to the terms of this Sublease shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, (ii) upon the second business day after deposit in the United States Mail, postage prepaid and certified mail, return receipt requested, or (iii) when delivered by a nationally recognized overnight courier service, addressed to each party hereto as follows:

If to Sublandlord: Chicago Prostate Cancer Center, LLC
815 Pasquinelli Drive
Westmont, Illinois 60559
Attn: Brian Moran, M.D.

If to Subtenant: Chicago Prostate Cancer Surgery Center, LLC
815 Pasquinelli Drive
Westmont, Illinois 60559
Attn: Jennifer Cichon

With a copy to: McGuire Woods LLP
77 West Wacker Drive, Suite 4100
Chicago, Illinois 60601
Attn: Kimberly J. Kannensohn

20. Miscellaneous.

(a) Utilities. Subtenant shall be responsible for its share of Sublandlord's utility costs arising out of Subtenant's use of the Premises. Subtenant will its share of the utility costs to Sublandlord as additional rent.

(b) Performance of Subtenant's Duties. At any time and on prior notice to the Subtenant, the Sublandlord may elect to require the Subtenant to perform its obligations under this Sublease directly to the Landlord, and the Subtenant shall do so at the Sublandlord's election, in which event the Subtenant shall send to the Sublandlord copies of all notices and other communications it shall send to and receive from the Landlord; provided, however, that in no event shall the Subtenant's direct performance of its obligations under this Sublease to Landlord in any way alter the terms of this Sublease or change the rights and obligations of the Sublandlord and the Subtenant under this Sublease. Further, the Sublandlord hereby assigns to the Subtenant its right to enforce Section 5.04 of Lease Agreement and the Subtenant shall enforce same at its own cost and expense.

(c) The Subtenant's Rights and Obligations. The Subtenant covenants and agrees to pay the rent herein specified, to use the Premises for the purpose stated herein, and to surrender the Premises on expiration or earlier termination of the term hereof in the same or better condition as when received, reasonable wear and tear excepted.

(d) Counterparts. This Sublease may be executed in multiple counterparts and all such originals taken together shall constitute this Sublease.

(e) Applicable Law. This Sublease shall be construed under and enforced in accordance with the laws of the State of Illinois.

(f) Time of the Essence. The parties agree that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants, and conditions hereof is of the essence of this Sublease.

(g) Amendment or Modification. This Sublease contains the entire agreement of the parties, and no amendment or modification of this Sublease shall be valid or binding unless expressed in writing and executed by the parties hereto in writing in the same manner as the execution of this Sublease.

22. Patient Referrals, the Stark Law, and Other Statutes. The parties agree that no part of this Sublease shall be construed to induce or encourage the referral of patients or the purchase of health care services or supplies. The parties acknowledge that there is no requirement under this Sublease or any other agreement between the parties that Sublandlord refer any patients to, or purchase any health care goods or services from, Subtenant. No payment made under this Sublease shall be in return for such referral or purchase.

The parties hereto have attempted to structure this Sublease relationship to comply with the exceptions contained in the Ethics in Patient Referrals Act, 42 U.S.C. § 1395nn, as amended (the "Stark Law"), and the accompanying regulations, as well as the safe harbors promulgated pursuant to the Medicare and Medicaid Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute") of the Medicare/Medicaid Fraud and Abuse Statute. To that end, each party acknowledges that the amounts payable hereunder reflect the fair market rental value of the Premises. This Sublease shall be construed to be in accordance with any and all federal and state statutes, including Medicare, Medicaid and all federal and state rules, regulations, principles and interpretations. In the event there is a change in Medicare, Medicaid or other federal or state statutes, rules, regulations, principles or interpretations that renders any of the material terms of this Sublease unlawful or unenforceable, including any publishing of any proposed regulations under either the Stark Law or the Anti-Kickback Statute which would make this Sublease illegal or if the Sublease amounts do not remain fair market value due to escalation

in base rental rates for similar properties in the vicinity of the Premises or otherwise, either party shall have the immediate right to initiate the renegotiation of the affected term or terms of this Agreement, upon notice to the other party, to remedy such condition in compliance with law while maintaining the economic terms hereof to the greatest extent lawful.

[Signatures to follow on Next Page]

IN WITNESS WHEREOF, Sublessor and Subtenant have each caused their duly authorized representatives to execute this Sublease as of the date first above written.

SUBLANDLORD

CHICAGO PROSTATE CANCER CENTER, LLC

By Brian J. Moran
Its PRESIDENT

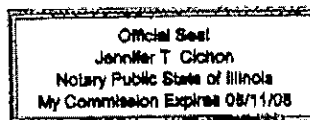
STATE OF Illinois
COUNTY OF DuPage

ss.

On August 29, before me, Jennifer Cichon a Notary Public, personally appeared Brian J. Moran, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jennifer S. Cichon
Notary Public, State of Illinois



SUBTENANT

CHICAGO PROSTATE CANCER SURGERY CENTER,
LLC

By Brian J. Moran
Its PRESIDENT

STATE OF Illinois
COUNTY OF DuPage

ss.

On August 29, before me Jennifer Cichon a Notary Public,
personally appeared Brian J. Moran, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jennifer T. Cichon
Notary Public, State of Ill

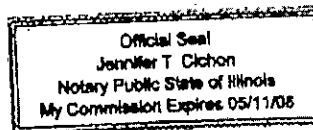


EXHIBIT A
LEASE AGREEMENT

SECOND AMENDMENT TO SUBLEASE AGREEMENT

This Second Amendment to Sublease Agreement (this "Amendment") is made effective as of June 1, 2011 (the "Effective Date"), by and between Chicago Prostate Cancer Center, LLC, an Illinois limited liability company ("Sublandlord"), and Chicago Prostate Cancer Surgery Center, LLC, an Illinois limited liability company ("Subtenant"), with reference to the facts set forth in the Recitals below.

RECITALS

A. Pursuant to that certain Sublease Agreement, dated as of August 10, 2006, and amended as of January 1, 2008, by and between Sublandlord and Subtenant (the "Sublease"), Sublandlord subleases to Subtenant certain space consisting of approximately Eight Thousand Eight Hundred Seventy-Eight (8,878) square feet of space (the "Premises") in the multi-use building located at 815 Pasquinelli Drive, Westmont, Illinois (the "Building"). Sublandlord currently leases approximately Thirty-Five Thousand (35,000) square feet of rentable space in the Building, including the Premises, under the terms of a Lease Agreement between Sublandlord and Quasar, LLC, an Illinois limited liability company (the "Landlord"), dated November 8, 2005 (the "Lease Agreement").

B. Sublandlord and Subtenant now desire to and have agreed to amend certain terms and conditions of the Sublease as more fully described herein as of the Effective Date, in order to conform with certain concurrent amendments to the Lease Agreement.

C. Any capitalized terms used in this Amendment that are not defined herein shall have the meanings given to those terms in the Sublease.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Initial Term.** As of the Effective Date, Section 3(a) of the Sublease shall be deleted and replaced with the following:

Initial Term. The initial term of this Sublease shall commence as of August 10, 2006 (the "Commencement Date"), and, in order to render this Sublease coterminous with the Lease Agreement, the initial term shall terminate on May 31, 2011 (the "Initial Term").

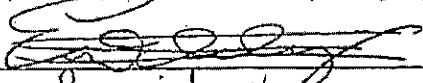
2. **Automatic Renewal.** As of the Effective Date, the first two sentences of Section 3(b) of the Sublease shall be deleted and replaced with the following:

This Sublease shall be automatically renewed for an additional term of three (3) years (a "Renewal Term") unless Sublandlord provides written notice to Landlord of its intent not to renew the Lease Agreement at least six (6) months

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Amendment to be executed by each party's duly authorized representative effective as of the Effective Date.

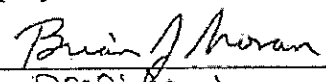
SUBLANDLORD:

**CHICAGO PROSTATE CANCER CENTER,
LLC**, an Illinois limited liability company

By: 
Title: President
Date: 6/1/11

SUBTENANT:


**CHICAGO PROSTATE CANCER SURGERY
CENTER, LLC**, an Illinois limited liability
company

By: 
Title: President
Date: 6/1/11

ACKNOWLEDGED AND AGREED:

LANDLORD:

QUASAR, LLC, an Illinois limited liability
company

By: 
Title: President
Date: 6/1/11

31292261.2

Section I, Identification, General Information, and Certification
Operating Identity/Licensee

Chicago Prostate Cancer Surgery Center, LLC is currently the approved operating entity for the ASC. DuPage Medical Group, Ltd. will acquire 100% of the membership interest in Chicago Prostate Surgery Center, LLC. The Illinois Certificate of Good Standing for Chicago Prostate Cancer Surgery Center, LLC is attached at Attachment – 3.

No person has a five percent or greater ownership in DuPage Medical Group, Ltd.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CHICAGO PROSTATE CANCER SURGERY CENTER LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 03, 2004, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of DECEMBER A.D. 2018 .

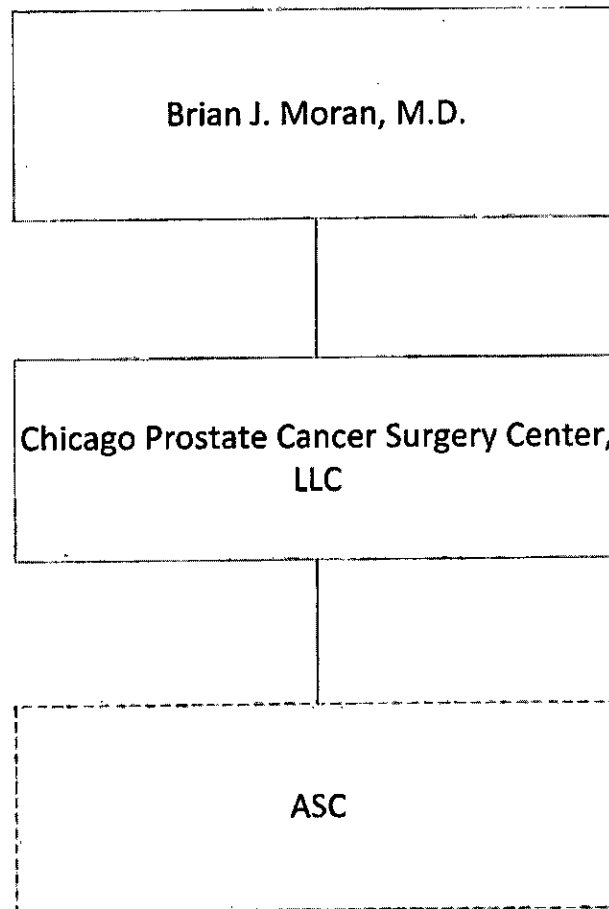
Jesse White

SECRETARY OF STATE

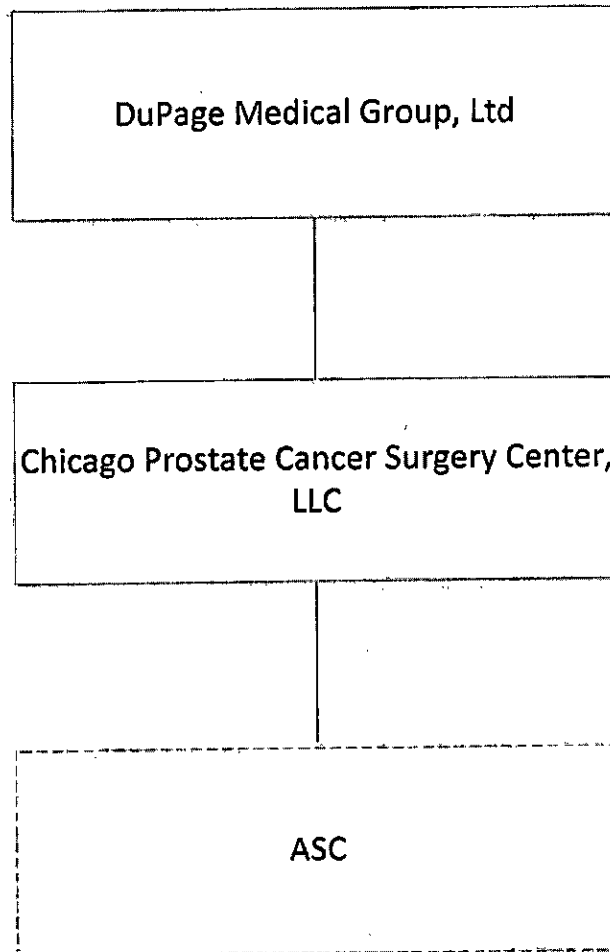
Section I, Identification, General Information, and Certification
Organizational Relationships

The organizational chart showing the current ownership structure of the ASC, along with the post-closing ownership structure is enclosed at Attachment – 4.

**CURRENT
ORGANIZATIONAL STRUCTURE**



**POST CLOSING
ORGANIZATIONAL STRUCTURE**



Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(b), Project Purpose, Background and Alternatives

Background of Applicant

- 1. A listing of all health care facilities owned or operated by the Applicant, including licensing, and certificates, if applicable.**

A list of health care facilities owned or operated by DuPage Medical Group, Ltd. is attached at Attachment – 5.


- 2. A certified listing of any adverse action taken against any facility owned and/or operated by the Applicant during the three years prior to the filing of the application.**

By their signature on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken by IDPH, CMS, or any other State or Federal Agency against any facility owned and/or operated by them during the three years prior to the filing of this application.

- 3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including but not limited to: official records of DPH or other State Agencies; the licensing or certification records of other states, when applicable; and the records of national recognized accreditation organizations.**

By their signature on the Certification pages to this application, each of the Applicants authorize the HFSRB and IDPH to access any documents necessary to verify the information submitted, including but not limited to: (i) official records of DPH or other State Agencies; (ii) the licensing or certification records of other states, when applicable; and (iii) the records of national recognized accreditation organizations.

Name	Ownership	Address	City	County	State	Zip	IDPH License Number	Medicare Provider Number	Accreditation Number
Chicago Prostate Surgery Center, LLC	Brian J. Moran, M.D.	815 Pasquinelli Drive	Westmont	DuPage	IL	60559	7003098	14C0001126	TJC 293933
DMG Pain Management Surgery Center, LLC	DuPage Medical Group, Ltd.	2940 Rollingridge Rd, Ste 200	Naperville	Will	IL	60564	7003162	271322187	AAHC 95139
DMG Surgical Center, LLC	DuPage Medical Group, Ltd.	2725 S Technology Drive	Lombard	Du Page	IL	60148	7003023	212950	AAHC 68951
Plainfield Surgery Center, LLC	DuPage Medical Group, Ltd.	24600 West 127th Street, Bldg C	Plainfield	Will	IL	60585	7003135		AAHC 82158

 Illinois Department of PUBLIC HEALTH		HF115905
LICENSE, PERMIT, CERTIFICATION, REGISTRATION		
<p>The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.</p>		
Nirav D. Shah, M.D., J.D. Director		<small>Issued under the authority of, the Illinois Department of Public Health</small>
<small>EXPIRATION DATE</small> 7/16/2019	<small>CATEGORY</small> 	<small>LIC. NUMBER</small> 7003098
Ambulatory Surgery Treatment Center		
Effective: 07/17/2018		
Chicago Prostate Cancer Surgery Center 815 Pasquinelli Drive Westmont, IL 60559		
<small>The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #48240 5M 5/16</small>		

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 7/16/2019

Lic Number 7003098

Date Printed 5/16/2018

Validation Num 31214

Chicago Prostate Cancer Surgery Cen

815 Pasquinelli Drive

Westmont, IL 60559

FEE RECEIPT NO.



The Joint Commission

June 25, 2018

Re: # 293933

CCN: #14C0001126

Program: Ambulatory Surgical Center

Accreditation Expiration Date: March 16, 2021

Brian J. Moran
Chief Executive Officer
Chicago Prostate Cancer Surgery Center
815 Pasquinelli Drive
Westmont, Illinois 60559

Dear Dr. Moran:

This letter confirms that your March 13, 2018 - March 15, 2018 unannounced full resurvey was conducted for the purposes of assessing compliance with the Medicare conditions for ambulatory surgical centers through The Joint Commission's deemed status survey process.

Based upon the submission of your evidence of standards compliance on May 30, 2018 and June 06, 2018, The Joint Commission is granting your organization an accreditation decision of Accredited with an effective date of March 16, 2018.

The Joint Commission is also recommending your organization for continued Medicare certification effective March 16, 2018. Please note that the Centers for Medicare and Medicaid Services (CMS) Regional Office (RO) makes the final determination regarding your Medicare participation and the effective date of participation in accordance with the regulations at 42 CFR 489.13. Your organization is encouraged to share a copy of this Medicare recommendation letter with your State Survey Agency.

This recommendation applies to the following location:

Chicago Prostate Cancer Surgery Center
d/b/a Chicago Prostate Surgery Center
815 Pasquinelli Drive, Westmont, IL, 60559

Please be assured that The Joint Commission will keep the report confidential, except as required by law or court order. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

www.jointcommission.org

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

Attachment - 5



**Illinois Department of
PUBLIC HEALTH**

HF116072

LICENSE PERMIT CERTIFICATION REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Nirav D. Shah, M.D., J.D.
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
9/6/2019		7003162
Ambulatory Surgery Treatment Center		
Effective: 09/07/2018		

DMG Pain Management Surgery Center, LLC
2940 Rollingridge Suite 200
Naperville, IL 60564

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← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 9/6/2019

Lic Number 7003162

Date Printed 6/13/2018

DMG Pain Management Surgery Cent
2940 Rollingridge Suite 200
Naperville, IL 60564

FEE RECEIPT NO.

Attachment - 5



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

November 24, 2015

Organization #	95139	Program Type	Ambulatory Surgery Center
Organization Name	DMG Pain Management Surgery Center, LLC		
Address	2940 Rollingridge Road, Suite 200		
City State Zip	Naperville	IL	60564-4226
Decision Recipient	Mrs. Kristina Sharkey		
Survey Date	9/1/2015-9/2/2015	Type of Survey	Re-accreditation/Medicare Deemed Status
Deficiency Level	Standard	Correction Method	Plan of Action, Document Review, Self Attestation
Accreditation Type	Full Accreditation	Recommend Medicare Deemed Status	Yes
Acceptable Plan of Correction Received	11/6/2015	Correction Timeframe	September - 2015 to October - 2015
Accreditation Term Begins	11/23/15	Accreditation Term Expires	11/22/18
Special CC:	CMS CO - Baltimore CMS RO V – Chicago	CMS Certification Number (CCN)	14C0001149
Accreditation Renewal Code	470DF82495139		
Complimentary AAAHC Institute study participation code			95139FREEIQI

As an ambulatory surgery center (ASC) that has undergone the AAAHC/Medicare Deemed Status Survey, your ASC has demonstrated its compliance with the AAAHC Standards and all Medicare Conditions for Coverage (CfC). The AAAHC Accreditation Committee recommends your ASC for participation in the Medicare Deemed Status program. CMS has the final authority to determine participation in Medicare Deemed Status.

Next Steps

1. Leadership and staff of your ASC should take time to thoroughly review your Survey Report and Plan of Correction (PoC).
 - Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed within the timeframes of your PoC.
 - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
2. AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.
3. Accredited ASCs are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Any mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.
4. In order to ensure uninterrupted accreditation, your ASC should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for scoping and scheduling the survey.

NOTE: You will need the Accreditation Renewal Code found in the table at the beginning of this document to submit your renewal application.

Additional Information

The complimentary AAAHC Institute study participation code on the first page of this document may be used to register for one six-month, AAAHC Institute for Quality Improvement benchmarking study. Please visit www.aaahc.org/institute for more information or contact Michelle Chappell at 847.324.7747 or mchappell@aaahc.org.

The packet of brochures and the marketing kit in this mailing are designed to help you use your accreditation to educate and inform multiple audiences—your current and prospective patients, your payers, and your community—about AAAHC accreditation and the quality of care you deliver. Please remember that these are suggestions; tailored marketing activities with specific objectives will be most effective.

Throughout your term of accreditation, AAAHC will communicate announcements via e-mail to the primary contact for your organization. Please be sure to notify us (notify@aaahc.org) should this individual or his/her contact information change.

Organization # 95139

Organization: DMG Pain Management Surgery Center, LLC

November 24, 2015

Page 3

If you have questions or comments about the accreditation process, please contact AAAHC Accreditation Services at 847.853.6060. We look forward to continuing to partner with you to deliver safe, high-quality health care.



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

Attachment – 5

HF116455



Illinois Department of PUBLIC HEALTH

LICENSE PERMIT CERTIFICATION REGISTRATION

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Nirav D. Shah, M.D., J.D.

Director

Held under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	ID NUMBER
9/9/2019		7003023
Ambulatory Surgery Treatment Center		
Effective: 09/10/2018		

DMG Surgical Center, LLC
2725 S Technology Drive
Lombard, IL 60148

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← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 9/9/2019

Lic Number 7003023

Date Printed 8/14/2018

DMG Surgical Center, LLC

2725 S. Technology Drive
Lombard, IL 60148-5675

FEE RECEIPT NO.



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

November 1, 2018

Organization #	68951		
Organization Name	DMG Surgical Center, LLC dba Surgical Center of DuPage Medical Group		
Address	2725 S Technology Drive		
City State Zip	Lombard	IL	60148-5675
Decision Recipient	Mr. Alex Andrade		
Survey Date	10/4/2018-10/5/2018	Type of Survey	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	11/2/2018	Accreditation Term Expires	11/1/2021
Accreditation Renewal Code		EF42FCFC68951	
Complimentary AAAHC Institute study participation code		68951FREEIQI	

As an ambulatory health care organization that has undergone the AAAHC Accreditation Survey, your organization has demonstrated its substantial compliance with AAAHC Standards. The AAAHC Accreditation Committee recommends your organization for accreditation.

Next Steps

- Members of your organization should take time to thoroughly review your Survey Report.
 - Any standard rated less than "FC" (Fully Compliant) must be corrected promptly. Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
 - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
- AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.
- Accredited organizations are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.

Organization # 68951

Organization: DMG Surgical Center, LLC dba Surgical Center of DuPage Medical Group

November 1, 2018

Page 2

4. In order to ensure uninterrupted accreditation, your organization should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for scoping and scheduling the survey.

NOTE: You will need the Accreditation Renewal Code found in the table at the beginning of this document to submit your renewal application.

Additional Information

The complimentary AAAHC Institute study participation code on the first page of this document may be used to register for one six-month, AAAHC Institute for Quality Improvement benchmarking study. Please visit www.aaahc.org/institute for more information.

Throughout your term of accreditation, AAAHC will communicate announcements via e-mail to the primary contact for your organization. Please be sure to notify us (notifyeast@aaahc.org) should this individual or his/her contact information change.

If you have questions or comments about the accreditation process, please contact AAAHC Accreditation Services at 847.853.6060. We look forward to continuing to partner with you to deliver safe, high-quality health care.



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

**Illinois Department of
PUBLIC HEALTH**

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

HF 145804

7/25/2019

7003135

Ambulatory Surgery Treatment Center

Effective 07/26/2018

Plainfield Surgery Center, LLC
24600 West 127th Street Bldg C
Plainfield, IL 60585

← **DISPLAY THIS PART IN A
CONSPICUOUS PLACE**

Exp. Date 7/25/2019

Lic Number 7003135

Date Printed 5/9/2018

Plainfield Surgery Center, LLC

24600 West 127th Street Bldg C
Plainfield, IL 60585

FEE RECEIPT NO.



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

November 12, 2018

Organization #	82158		
Organization Name	Plainfield Surgery Center, LLC		
Address	24600 W 127th Street, Building C		
City State Zip	Plainfield	IL	60585-9530
Decision Recipient	Ms. Karen Rouse, MSN, CNL, RN		
Survey Date	10/24/2018-10/25/2018	Type of Survey	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	11/14/2018	Accreditation Term Expires	11/13/2021
Accreditation Renewal Code		EEBB3B9982158	
Complimentary AAAHC Institute study participation code		82158FREEIQI	

As an ambulatory health care organization that has undergone the AAAHC Accreditation Survey, your organization has demonstrated its substantial compliance with AAAHC Standards. The AAAHC Accreditation Committee recommends your organization for accreditation.

Next Steps

1. Members of your organization should take time to thoroughly review your Survey Report.
 - Any standard rated less than "FC" (Fully Compliant) must be corrected promptly. Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
 - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
2. AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.
3. Accredited organizations are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.

Section V, Change of Ownership

Criterion 1110.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

Applicable Review Criteria – CHOW

1. 1130.520 (b)(1)(A)- Names of the parties

The Applicants are Chicago Prostate Cancer Surgery Center, LLC and DuPage Medical Group, Ltd.

2. 1130.520(b)(1)(B) – Background of the parties

Each of the applicants, by their signatures to the Certification pages of this application, attest that it is fit, willing, able and has the qualifications, background and character to adequately provide a proper standard of health service for the community.

Each of the applicants, by their signatures to the Certification pages of this application, attest that no adverse action has been taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.

3. 1130.520(b)(1)(C) – Structure of the transaction

Chicago Prostate Cancer Surgery Center, LLC is currently the operating entity of the ASC. DuPage Medical Group, Ltd. will acquire 100% of the membership interest in Chicago Prostate Cancer Surgery Center, LLC. Chicago Prostate Cancer Surgery Center, LLC will remain the operating entity for the ASC following the transaction.

4. 1130.520(b)(1)(D) – Name of Licensed Entity after Transaction

Chicago Prostate Cancer Surgery Center, LLC will be operating entity of the ASC following the transaction.

5. 1130.520(b)(1)(E) – List of ownership or membership interests in such licensed or certified entity both prior to and after transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons

Organizational structures of the current owner, as well as the post-closing organizational structure of the proposed buyer are attached at Attachment - 4.

6. 1130.520(b)(1)(F) – Fair market value of assets to be transferred

The fair market value of the membership interest to be acquired by DuPage Medical Group, Ltd. shall be an amount not to exceed \$2,450,000 subject to adjustment for changes in value based on the completion of financial and legal due diligence, any assumption of debt and the amount of working capital on hand as of the closing.

7. 1130.520(b)(1)(G) – Purchase price or other forms of consideration to be provided

The purchase price shall be an amount not to exceed \$2,450,000 subject to adjustment for changes in value based on the completion of financial and legal due diligence, any assumption of debt and the amount of working capital on hand as of the closing.

8. 1130.520(b)(2) – Affirmations

In accordance with 77 Ill. Adm. Code §1130.520, Chicago Prostate Cancer Surgery Center affirms it has no outstanding CON permits.

9. 1130.520(b)(2) – If ownership change is for hospital, affirmation that the facility will not adopt a more restrictive charity care policy that the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction.

Not applicable.

10. 1130.520(b)(2), A statement as to the anticipated benefits of the proposed changes in ownership to the community

The acquisition of Chicago Prostate Cancer Surgery Center shall ensure patients in DuPage County have continued access to high quality, cost-effective cancer treatment surgical services. The ASC will be integrated into DuPage Medical Group, Ltd., which will stabilize operations and improve quality and efficiency.

11. 1130.520(b)(2) The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change of ownership

The consolidation of back office functions of Chicago Prostate Surgery Center are expected to create operational efficiencies with those of DuPage Medical Group providers.

12. 1130.520(b)(2) – A description of the facilities quality improvement program mechanism that will be utilized to assure quality control

The Applicants will use DuPage Medical Group's established quality control mechanisms for its surgery centers. The DuPage Medical Group Quality Improvement Program (QIP) seeks to continuously improve the quality of patient care and service by: (1) insuring optimal quality of care and appropriate utilization of resources through an effective mechanism for monitoring, evaluating and improving patient care and service and (2) meeting federal and state law, government agency regulations and accreditation organization requirements. The Quality Improvement Committee develops indicators of care, utilizing objective criteria that apply to all health care providers, conducts ongoing review provided to all patients, and initiates action to resolve identified problems and opportunities to improve care.

13. 1130.520(b)(2) – A description of the selection process that the acquiring entity will use to select the facilities governing body

The ASC clinical committee will report to the DuPage Medical Group clinical board, which is a part of the DuPage Medical Group Board of Directors. The ASC administrator and physicians representing surgical specialties at the ASC will serve on the ASC clinical committee.

14. 1130.520(b)(2) – Statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility

If requested, the Applicants will prepare a written statement response address the review criteria contained in 77 Ill. Adm. Code 1110.240 that will be available for public review at the facility.

15. 1130.520(b)(2) – A description or summary of any proposed changes to the scope of service or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition

DuPage Medical Group, Ltd. will comply with the Illinois Health Facilities and Services Review Board requirements and will file a certificate of need application for any change to the scope of services or levels of care that are anticipated to occur within twenty-four months after the acquisition.

Section X. Charity Care Information

The table below provides charity care information for all dialysis facilities located in the State of Illinois that are owned or operated by the Applicants.

CHARITY CARE			
	2015	2016	2017
Net Patient Revenue	\$2,292,062	\$1,867,364	\$2,124,810
Amount of Charity Care (charges)	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS			
ATTACHMENT NO.			PAGES
1	Applicant Identification including Certificate of Good Standing		14-16
2	Site Ownership		17-33
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		34-35
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		36-38
5	Background of the Applicant		39-51
6	Change of Ownership		52-54
7	Charity Care Information		55



ORIGINAL

150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599 • 312.819.1900

December 27, 2018

Anne M. Cooper
(312) 873-3606
(312) 819-1910 fax
acooper@polsinelli.com

FEDERAL EXPRESS

Michael Constantino
Supervisor, Project Review Section
Illinois Department of Public Health
Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

Re: Application for Permit – Chicago Prostate Surgery Center

Dear Mr. Constantino:

I am writing on behalf of Chicago Prostate Surgery Center LLC and DuPage Medical Group, Ltd. (collectively, "Applicants") to submit the attached Application for Permit to change ownership of Chicago Prostate Surgery Center located in Westmont, Illinois. For your review, I have attached an original and one copy of the following documents:

1. Check for \$2,500 for the application processing fee;
2. Completed Application for Permit;
3. Copies of Certificate of Good Standing for the Applicants;
4. Authorization to Access Information; and
5. Physician Referral Letter.

Thank you for your time and consideration of Applicants' application for permit. If you have any questions or need any additional information to complete your review of the Applicants' application for permit, please feel free to contact me.

Sincerely,

Anne M. Cooper

Attachments

polsinelli.com

Atlanta Boston Chicago Dallas Denver Houston Kansas City Los Angeles Nashville New York Phoenix
St. Louis San Francisco Silicon Valley Washington, D.C. Wilmington

Polsinelli LLP in California